

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS DEPARTMENT  
(M.G.L. Ch. 30, Sec. 39m)***

**PROJECT MANUAL:  
COLD-PLANING OF BITUMINOUS CONCRETE  
AT  
MULTIPLE ROADWAY LOCATIONS  
*INVITATION FOR BID #11-104***

**Bid Opening Date: July 15, 2011 at 10:30 a.m.**

**JUNE 2011  
Setti D. Warren, Mayor**

# CITY OF NEWTON, MASSACHUSETTS

## PURCHASING DEPARTMENT

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Fax (617) 796-1227

July 13, 2011

## ADDENDUM #1

### INVITATION FOR BID #11-104

### COLD-PLANING OF BITUMINOUS CONCRETE OVERLAY AT VARIOUS LOCATIONS

THIS ADDENDUM IS TO: **Answer the following Question:**

Q1. On page one of the bid form there is a list of documents to be submitted. The third item is "Item Sheets, 5 pages" I do not find 5 pages of item sheets in the bid documents, only three pages beginning on page 55. Is this an error?

**A1. THERE ARE ONLY THREE (3) PAGES OF ITEM SHEETS, NOT FIVE.**

All other terms and conditions of this bid remain unchanged

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM**

Thank you.



Rositha Durham  
Chief Procurement Officer

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID #11-104**

The City of Newton invites sealed bids from Contractors for:

**COLD-PLANING OF BITUMINOUS CONCRETE AT MULTIPLE ROADWAY LOCATIONS  
(See street listing @ Item Sheet 1)**

**Bids will be received until: 10:30 a.m., July 15, 2011**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

**The work under this contract is for the removal and immediate off-site disposal of 1-1/2" to 2" of bituminous concrete by cold-planing methods. This work shall be conducted at multiple municipal roadway locations situated throughout the City of Newton having a collective total surface area of approximately twenty thousand five hundred ( 20,500 ) square yards .**

**Notice: The work under this contract is to be performed in conjunction with a separately issued paving contract, therefore the scheduling of this work shall be at the discretion of the Engineer. The intent is to ensure that the work under this contract is performed immediately before the aforementioned paving process. Therefore, the successful bidder must be ready, willing and able to accommodate the City of Newton in the scheduling of this work.**

Contract Documents will be available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) or pick up at the Purchasing Department after **10:00 a.m., June 30, 2011. Bids must be submitted with one Original and one Copy.**

**MassDOT has provided a list of Prequalified Construction Contractors to the City of Newton. Bidders will be verified at time of Bid Opening.**

A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates, is required. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company. The City of Newton will award the contract to the lowest eligible and responsible bidder. Please Note: this bid, in accordance with the Chapter 303 Acts of 2008, contains Price Adjustments and new Prevailing Wage requirements. All bidders are required to familiarize themselves with these terms and conditions before submitting a bid.

**Anticipated start date is August 15, 2011. Time for completion is thirty (30) calendar days from the Notice To Proceed.**

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Performance Bond and Labor and Materials Payment Bond in the amount of 50%** of the contract total. Wages are paid to drivers for all "on-site" work.

Once you've downloaded this bid from the internet website ([www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids)) I strongly suggest you email ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) your company's Name, address, EMAIL, phone, fax AND the INVITATION FOR BID NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addendums.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON  
Rositha Durham  
Chief Procurement Officer  
June 30, 2011

**CITY OF NEWTON  
DEPARTMENT OF PURCHASING  
INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received Friday, July 8, 2011 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #11-104**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

**ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS**

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.

- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- \* GENERAL BID FOR:
- \* NAME OF PROJECT AND **INVITATION NUMBER**
- \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with one original and one copy. Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

#### 4.9 PRICE ADJUSTMENT CLAUSES CHAPTER 90 FUNDS

It is the intention of the City to include price adjustments in the award of this Contract. These price adjustments shall be for 1) Fuel 2) Liquid Asphalt and/or for 3) Portland Cement when such commodities have been determined to be integral components of the work.

For those commodities designated to be paid as a 'differential' items then the special provision shall provide for a price adjustment formula for the affected items. This adjustment shall be based on the difference between the **Base Price** and the **Period Price** which shall be evaluated on a **monthly** basis, but price adjustments shall only be made if the monthly cost change exceeds **+/- 5 per cent**. Subsequently each respective price adjustment shall be made as specified under each applicable and separate payment item.

IMPORTANT NOTE: Depending on the prevailing market trends at the time of payment these price adjustments may provide for additional compensation to the Contractor, or they may otherwise result in a repayment to the City. The increase or a decrease in the value of the commodity, during the applicable payment period in which the goods and/or services were rendered, shall be the determinant factor.

The City will refer to the Massachusetts Highway Department price adjustment tables as included in this bid package to establish the base price and will be used for the actual period price.

#### **Price Adjustment Clauses – to apply as follows:**

- **Diesel and Gasoline** – The Base Price, and the Period Price of fuel, shall be the derived average cost of Diesel Fuel and Gasoline Fuel combined for each applicable payment period. Fuel adjustments shall apply to all work in the contract. The Contractor, at their own election, may either choose to bid their fuel costs separately, or he may otherwise elect to incorporate their fuel costs into separate payment items. In any event the Contractor's final bid prices shall include the fuel costs for all goods & services rendered under this contract.

No price adjustment will be allowed beyond the completion date of the contract unless there is an approved extension of time by the City.

#### ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.5 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #11-104**

- A. The undersigned proposes to supply and deliver the materials specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**COLD-PLANING OF BITUMINOUS CONCRETE AT MULTIPLE ROADWAY LOCATIONS**  
(See street listing @ Item Sheet /Page 1&2)

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,
- C. The Contractor shall insert prices for each item in ink, in both words and figures.

\_\_\_\_\_ Dollars and \$ \_\_\_\_\_  
(Contract price shall equal the Total of the attached Item Sheets)

COMPANY NAME: \_\_\_\_\_

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form , 2 pages
- ☐ Bid Form, 2 pages
- ☐ Item Sheets, 5 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ A five percent (5%) bid deposit.

- E. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid **and furnish a performance bond and a labor and materials payment bond** of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the **sum not less than 50% of the contract price**, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course

in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

Date \_\_\_\_\_  
\_\_\_\_\_  
(Name of General Bidder)  
  
BY: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name and Title of Signatory)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(City, State Zip)  
\_\_\_\_\_  
(Telephone) / (FAX)  
\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**



## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO or **MWBE**? \_\_\_\_ YES \_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

---

(Signature of individual)

---

Name of Business

## CONTRACT FORMS

The forms are provided for informational purposes only.

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

**None of the following forms are required at the time of bid submittal.**

# CITY - CONTRACTOR AGREEMENT

## CONTRACT NO. C -

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eleven by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

**ARTICLE 1. STATEMENT OF WORK.** The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

**COLD-PLANING OF BITUMINOUS CONCRETE AT MULTIPLE ROADWAY LOCATIONS**  
(See street listing @ Item Sheet 1)

**ARTICLE 2. TIME OF COMPLETION.** The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual. Time is of the essence with regard to this contract, **thirty (30) calendar days**. Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual.

**ARTICLE 3. THE CONTRACT PRICE.** The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds a sum not to exceed:

(\$ )

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #11-104 issued by the Purchasing Department;
- c. The Project Manual for: **Cold-Planing of Bituminous Concrete Pavement at Multiple Roadway Locations** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s)   N/A  ;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;

g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

**ARTICLE 5. ALTERNATES.** The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: N/A

**ARTICLE 6. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds in the amount of  
\$ \_\_\_\_\_ are  
available in account number  
33L401I-586002

I further certify that the Mayor, or his  
designee, is authorized to execute contracts  
and approve change orders

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_  
*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_  
*Commissioner of Public Works*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_  
*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT & BONDS ARE APPROVED**

By \_\_\_\_\_  
*Mayor or his designee*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.



## CITY OF NEWTON, MASSACHUSETTS

### PERFORMANCE BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2011 for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_ 2011.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## CITY OF NEWTON, MASSACHUSETTS

### PAYMENT BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2011 for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_day of \_\_\_\_\_2011.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_

(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF NEWTON**  
**GENERAL CONDITIONS OF THE CONTRACT**  
**FOR PUBLIC WORKS CONSTRUCTION**

**ARTICLE 1**

(DELETED)

**ARTICLE 2**

**Definitions**

The word "Commissioner" shall mean the official duly authorized to act for the City of Newton in the execution of the work of this contract, acting directly or through properly authorized agents.

The word "Engineer," or "City Engineer," shall mean the City Engineer of the City of Newton, acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

The word "Contractor" shall mean the party or parties contracting to perform the work covered by this contract or his, or their, legal representatives, successors or assigns.

The word "Plan" shall mean plans referred to and included in the Project Manual for this contract. The word "City" shall mean the City of Newton.

**ARTICLE 3**

**Plans, Drawings, Profiles**

1. The work shall be done in accordance with plans referred to in Article 1 and such further working and detail plans, drawings and profiles as may be furnished from time to time by the Engineer. All said plans, general and detail, are to be deemed a part of this contract, and the said plans, specifications and contract are to be considered together, so that any work mentioned in the contract, though not shown on the plans, and any work shown on the plans though not mentioned in the contract, is to be executed by the Contractor as a part of this contract. Figured dimensions are to prevail over scale. All things which in the opinion of the Engineer may fairly be inferred from the contract, plans and specifications, are to be executed by the Contractor as a part of the contract; and the Engineer shall be sole judge as to whether detail plans, drawings and profiles conform to the general plans and the contract.

**Discrepancy in Plans**

2. The Contractor shall carefully examine all said plans, profiles, drawings, specifications and orders; all figures, dimensions, lines, marks and scales thereof, and all directions of the Commissioner and the Engineer relating to the work, and conform to those in relation to which there is no doubt or discrepancy, but at once submit all cases of doubt or discrepancy to the Engineer for adjustment. Anything done on any part of the work for which special information or drawing should be procured, unless done in accordance with such information or drawing, or anything done in relation to which there is doubt or discrepancy, except in accordance with the adjustment thereof, or done in violation of law or public authority, is to be redone if the Commissioner shall so direct.

**ARTICLE 4**

**Inspection**

1. The Contractor in carrying on the contract shall conform to all determinations and directions of the Engineer relating to the proper interpretation of the plans, specifications, profiles or drawings, the fitness of persons employed on the work or the number thereof, or the suitability, amount, quality, and value of anything done or any materials used, and the Contractor shall permit the Commissioner and the Engineer and persons designated by them to enter upon the work and inspect the same at all times and in all places, and shall provide safe and convenient facilities for making such entry and inspection.

**ARTICLE 5**  
**Change in Plans and Work**

1. The City, acting through the Commissioner and upon his written order only, from time to time given to the Contractor or his foreman, may change, increase or take away any part of the work, or change the specifications, plans, drawings, form or materials thereof. Any deduction or addition thereto is to be allowed, or paid for at a price to be determined, within not more than 15 days of the completion of the change, by the City Engineer acting in the same capacity as an architect in a building contract as between owner and contractor. Any demand for addition or deduction must be made in writing to the City Engineer within seven (7) days of the time change was ordered.

**ARTICLE 6**  
**Time and Manner of Doing the work - Beginning and Completion**

1. The Contractor shall begin work upon receipt of written Notice to Proceed. Once begun the work shall be carried out in a continuous and uninterrupted fashion with sufficient workforce and resources to assure completion by the date for completion established by the Contract Documents.

2. The Contractor shall carry on the work in accordance with the requirements of law and of all other public authorities, and to the satisfaction of the Commissioner; he shall give all notices, take out all permits, pay all charges and fees, give personal supervision to the work and keep thereon a competent foreman and sufficient employees, skilled in the several parts which are given them to do.

**Maintenance of Travel**

3. The Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners proper means of access to their property where existing access has been cut off by the work. The Contractor shall keep the streets open for through travel except where, in the opinion of the Commissioner, it is necessary to close the street. The continuous length of the street occupied for the work shall be kept as short as possible, and no part of the work shall be unnecessarily delayed. Wherever the Commissioner shall direct, trenches shall be bridged by the Contractor in a proper and secure manner so as not to interrupt travel. Free access shall be maintained at all times to all water gates, gas gates, and fire hydrants.

**Abandonment of Work by Contractor**

4. In the event the City Engineer certifies to the Commissioner that the work is not being so carried forward or if the Contractor at any time is not carrying on the work to the satisfaction of the Commissioner, or is not observing any of the provisions of the contract, or has abandoned the work, or become insolvent or assigned his property, the City, acting by the Commissioner and at his discretion, may, with or without notice to the Contractor, or advertising for doing the work, and by contract, day labor or otherwise, do any part of the work which the Contractor has failed to do or replace any part not done to the satisfaction of the Commissioner, or take possession of the work and complete the same, and in doing so may use any implements, machinery or materials on or about the work which are the property of the Contractor, charging the Contractor any excess cost for completing the work, which excess cost the Contractor agrees to pay.

**ARTICLE 6A**  
**Liquidated Damages**

1. In case the work embraced in the contract shall not have been completed by the date stipulated therein, the Contractor shall pay to the City of Newton as liquidated damages a designated sum per calendar day for the entire period of overrun in accordance with the following Schedule of Deductions, and in addition, the Contractor shall pay without reimbursement the entire cost of all traffic officers, railroad flagmen, inspectors, or other personnel the City Engineer and/or the Chief Engineer of the railroad determines to be necessary during the period of overrun of time.

**SCHEDULE OF DEDUCTIONS**

Daily Charge  
Per Calendar Day

\$500.00

2. Whatever sum of money may become due and payable to the City of Newton by the Contractor under this Article may be retained out of money belonging to the Contractor in the hands and possession of the City of Newton. It is agreed that this Article shall be construed and treated by the parties to the contract not as imposing a penalty upon said Contractor for failing fully to complete said work as agreed on or before the time specified in the proposal, but as liquidated damages to compensate said City of Newton for all additional costs incurred by it because of the failure of the Contractor fully to complete said work on or before the date of completion specified in the proposal.

## **ARTICLE 6B**

### **Delays and Extensions of Time**

1. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the City, or by changes in the work ordered by the City, or by unseasonably inclement weather, or by other causes deemed by the City Engineer to be beyond the Contractor's control, and which the City Engineer determines may justify delay, then the time for completion may be extended for such reasonable time as the City Engineer may determine.

2. No such extension of time will be allowed unless the Contractor submits a written request for an extension to the City Engineer no later than 10 calendar days of the start of the occurrence or event giving rise thereto. Each such request must describe the occurrence or event and specify the manner and extent that such occurrence or event is causing or has caused a delay in the work. The City Engineer shall promptly investigate each request and make his written determination to the Commissioner and the Contractor within 10 days after receipt of the request. In his determination the City Engineer may either grant, deny, or modify the length of the requested extension.

3. If the City Engineer's determination so warrants, the Commissioner shall authorize a written Change Order to the Contract extending the time for completion. No extension of time shall be deemed as granted until said Change Order has been duly executed by the parties.

4. Change Orders which may be executed by the City and the Contractor in connection with additions, extra labor and/or extra materials shall not be considered as allowing extensions of the time for completion unless the change order expressly specifies that additional time is allowed in connection with the work under the change order. Once a Change Order has been executed by the parties, any request by the Contractor for an extension of time based solely on the fact that additions, extra labor and/or extra materials are required by the Change Order will be denied by the City Engineer.

5. Permitting the Contractor to continue and finish the work or any part of it after the times fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the City of Newton of any of its rights under the contract. The Contractor remains liable for damages caused other than by delay.

## **ARTICLE 7**

### **Lines and Grades**

1. The Contractor shall retain a Registered Land Surveyor who shall furnish such boards and stakes and cause to be placed thereon, such lines, marks and directions relating to the work as the Commissioner or City Engineer shall from time to time direct.

## **ARTICLE 8**

### **Public Service Pipes and Conduits**

1. The Contractor shall maintain such pipes or conduits of public service corporations or of the City as are across or within the lines of the work until such time as said public service corporations or the City assume the maintenance or removal of said pipes or conduits. The Commissioner will notify such public service corporations to that effect on the existence of such obstructions to the work being brought to his notice by the Contractor. The City will relocate either temporarily or permanently all water mains and water service pipes, or hydrants, and drains or sewers which may interfere with the work contemplated in this contract. (This clause is not to be construed as applying to such pipes as may be readily supported and protected during the progress of the work.) The cost of shutting off and turning on water in water mains during blasting shall be assumed by the City.

### **Protection of Existing Structures**

2. All existing gas pipes, water pipes, sewers, drains, conduits, or other structures which are uncovered by the excavation shall be carefully supported and protected from injury by the Contractor, and, in case of injury, they shall be restored by him, without compensation therefor, to as good condition as that in which they were found, and shall be kept in repair until 6 months

after the completion of the work. The Contractor shall provide suitable temporary channels for water at all water courses. Wherever the work passes under or adjacent to street railway tracks, the Contractor shall make all necessary arrangements with the railway company for doing any work which may affect the property of the company or interfere with the operating of the railway, and he shall be liable for any damage that may be caused by any act, omission or neglect on his part, and shall pay all expenses of every kind incidental to this work.

### **Changing the Location of Existing Structures**

3. Whenever it becomes necessary to change the location of any water or gas pipes, sewers, drains, conduits or other structures not otherwise provided for in these specifications, the Contractor shall do the whole or such portions of the work of making such changes as the Commissioner may require, and shall receive in payment therefor the reasonable cost of the work done as determined by the Commissioner plus 15 per cent of such cost. In estimating such cost, no allowance shall be made to the Contractor for the use of tools not especially provided for this work, for general superintendence, or for any overhead expenses except liability insurance.

## **ARTICLE 9**

### **Co-operation with Other Contractors**

1. The Contractor shall conduct the work in such manner as not to interfere with other work being done by the City, by contract or otherwise, and if deemed necessary by the Commissioner, the work under this contract shall conform to the progress of said other work; shall co-operate with other contractors or employees who may be doing work for the City, and with public service corporations affected by the work, in arranging for storage places, connections, bracings, temporary support for structures, repairs, etc.

## **ARTICLE 10**

### **Subcontracts**

1. The Contractor, in any contract with a Subcontractor, shall provide that the Subcontractor shall be subject to all specifications, terms, provisions, conditions, requirements and liabilities set forth in this contract so far as such specifications, terms, provisions, conditions, requirements and liabilities are applicable to the work to be done under such Subcontract, and shall also provide that such Subcontract shall be terminated by the Contractor whenever the Commissioner shall certify to him in writing that in his opinion the work of the Subcontractor is unnecessarily or unreasonably delayed or that the Subcontractor has violated any of the provisions of this contract. The Contractor shall at once terminate such subcontract if the Commissioner, after certifying as aforesaid, shall in writing direct the Contractor to make such termination.

2. Subcontracts shall be made in writing and the Contractor shall furnish the Commissioner with a copy of his subcontracts on demand.

3. Pursuant to the provisions of M.G.L. Ch. 30, Sec. 39F (1), the following provisions are included in the General Conditions:

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring the payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of the subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and

materials furnished to the general contractor, less any amount retained by the awarding authority, the demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of the completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after which the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work (ii) specified in any court proceedings barring such payment, or, (iii) if the reply shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

## **ARTICLE 11**

### **Compensation for Work**

1. Subject to any provisions in Paragraph 7, the price named in the proposal and accepted by the City shall be paid by the City and received by the Contractor as full compensation for furnishing materials and for use of tools, forms, machinery and other implements, and for labor in moving materials and executing all the work contemplated in this contract, also for loss or damage arising from delay however occasioned, or out of the nature of the work aforesaid or from the action of the elements, from floods, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work in the proper manner and according to the plans and specifications and requirements of the Commissioner under them.

2. During the first week of each calendar month, the City Engineer shall cause all work done by the Contractor during the previous month to be measured and shall estimate the value thereof and, on or before the 10th of each month issue a certificate to the Commissioner of the measurements and the amount due the Contractor according to the terms of his contract.

3. The City shall pay the Contractor on approval of the Commissioner monthly on or before the 18th of each month for all work done during the preceding month according to the aforementioned certificate of the City Engineer, less 5 per cent of the amount of such work and less any amounts due the City by the Contractor.

4. Within ten days after the completion of the work as determined by the Commissioner, the City Engineer shall issue to the Commissioner a final certificate of the total amount of work done and the money due the Contractor therefor, crediting thereon the amounts of the previous payments. In making the final certificate, the City Engineer shall not be bound by any preceding certificate or estimate of the amount of work done or materials furnished.



### **Final Payment--Claims Against Contractor**

5. At the expiration of 65 days after the completion of the work as determined by the Commissioner, the City shall, unless claims are made or notice of liability against the City is given, pay the Contractor, on the approval of the Commissioner, the percentages retained and the balance due the Contractor according to the aforementioned final certificate of the City Engineer less any indebtedness of the Contractor to the City. If a claim or claims are made, or notice of liability given, such amounts due the Contractor may be paid upon satisfaction of such claims or upon furnishing of indemnity to said City against all loss, cost, damage or expense by reason of such claims. In the event of no known claims or liens the City may, at its option, pay within 35 days.

6. The City, on making any payment after the completion of the work, shall be released from all claim or liability to the Contractor for anything done or used, or for any loss or injury sustained in carrying on the contract, or for any act, omission, neglect or mistake of the City or any person relating to or affecting the contract, except for the balance of any sum retained as aforesaid.

### **Extra Work**

7. The Contractor shall be paid for any additions, or deductions as provided in Article 5, paragraph 1, and for extra labor done by, and for extra materials furnished by him in compliance with the written order only of the Commissioner, calling for work not similar in character to that covered by the items given in the proposal, and for which no price is set in the said written order, the direct (not including consequential) cost to the Contractor, as determined to be reasonable by the Commissioner, plus fifteen per cent of said costs as so determined in regard to labor only. For teams or trucks so furnished, no payment shall be made to the Contractor beyond the current local rate as determined by the Commissioner in each case. The direct cost of labor may include the cost of mechanics and laborers furnished and a reasonable proportion of the time of the foreman and timekeeper, but it shall in no case include any charge for the use of tools, for establishment charges or for time spent by the Contractor. The actual cost of insurance on extra pay rolls and of materials furnished for extra work, shall be paid without any addition. The labor and materials so ordered shall constitute a part of the work to be done under the contract; and all and singular the provisions of the contract shall apply to said labor and materials as if the same were specified therein. The Contractor shall have no claim for the above mentioned extra labor and materials unless he furnishes the details and bills therefor within one week after doing any such labor or furnishing any such materials.

8. No claim of the Contractor against the City under this contract shall be deemed valid unless such claim is presented to the Commissioner within ten days from the time when the Contractor first knows of, or has opportunity to know of, the acts and circumstances on which such claim is based.

9. A payment or payments to the Contractor, in cases where these provisions or any of them, are not complied with, shall not be construed as a waiver of said provisions or any part thereof.

### **Contract Made Subject to Appropriations**

10. This contract is made subject to appropriation heretofore made and shall not be altered unless the Contractor, the sureties on the bond, if any, the officer making the contract and the Mayor shall in writing agree thereto.

## **ARTICLE 12**

### **Responsibility for Work--Contractor's Responsibility**

1. The Contractor has made his proposal from his own examinations and estimates, and shall not hold the City, its agents, or employees, responsible for or bound by, any schedule, estimate, sounding, boring, or any plan of any part of the work; shall, if any error in any plan, drawing, specification or direction relating to anything to be done under the contract come to his knowledge, report it at once to the Commissioner; shall not, except as the Commissioner shall authorize in writing, assign or sublet any part of the contract except for the supply of materials and plant, or of anything to be done thereunder; shall, subject to the provisions of the contract take all responsibility of, and bear all losses resulting to him in carrying on the contract, and shall assume the defense of, and hold the City, its agents and employees harmless from all suits and claims against them, or any of them, arising from the use of any invention, patent or patent right, material, labor or implement, by or from any act or omission or neglect of the Contractor, his Subcontractor, his agents or employees, in carrying on the contract, or for any liability of any nature arising under the contract. The Contractor shall be solely responsible and liable for, and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor, his employees or his Subcontractor or otherwise.



### **ARTICLE 13**

#### **LIGHTS--GUARDS**

1. The Contractor shall assume all responsibilities of the work and take all proper precautions to protect persons and property from injury and unnecessary interference; leave a reasonably unobstructed way along public and private places for pedestrians, teams, and vehicles, and for access to hydrants; provide proper walks over or around any obstruction made in a public or private place in carrying on the contract, and maintain from the beginning of twilight through the whole of every night, on or near the obstruction sufficient lights and guards to protect travelers from injury thereby, and if, after one notification from the Commissioner that said lights and guards are not sufficient, the Contractor has not placed additional lights and guards to the satisfaction of the Commissioner, the Commissioner shall have the right to take charge of that part of the work at the expense of the Contractor. While the work is suspended he shall keep all roadways and sidewalks in proper condition, and when the work is completed put the place and vicinity in proper condition and so leave them.

The Contractor shall provide proper means of access to property where the existing access is cut off by the Contractor and replace or put in good condition every conduit, catch-basin, tree, wall, fence, or other thing injured by the Contractor in carrying on the contract, unless the same has been permanently done away with, on approval of the Commissioner, as being necessary to the proper carrying on of the contract.

### **ARTICLE 14**

#### **Guaranty**

1. Any settlement or other defect, or the failure of any part of the structure or the work due to defective materials or workmanship, that occurs within one year after the work is completed, is to be immediately repaired by the Contractor. In the event of any such settlement, defect, or failure causing liability to the City for damage to persons or property, the Contractor does by this clause agree to hold the City harmless and to assume the defense of any claims therefor.

2. Responsibility under this guaranty for the adequacy of the work does not relieve the Contractor of his obligation to comply with the terms of the contract and to conform to all the requirements of the plans and specifications, nor does it give him the right to deviate in any way from the details of design of the structure or the work.

### **ARTICLE 15**

#### **Defective Work and Materials**

1. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein described, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or materials, or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, but all materials shall, upon being so attached or affixed, become the property of the City of Newton.

### **ARTICLE 16**

#### **Employment of Labor**

1. The Contractor shall give preference in employment, first to citizens of Massachusetts, second, to other citizens of the United States; and shall allow all employees on said work to lodge, board and trade where they choose, and shall not obstruct any other person in doing work for the City; and shall conform to all labor laws of the Commonwealth; and no laborer or teamster, workman or mechanic working within this Commonwealth in the employ of the Contractor or Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contractor shall be requested to, or required to, or work more than eight hours in any one calendar day. This contract is subject to all the laws of the Commonwealth, and ordinances of the City and if any clause thereof does not conform to such laws and ordinances, such clause shall be void and such laws and ordinances operated in lieu thereof.

## **ARTICLE 17**

### **Laws and Regulations--Contractor to Comply with Law**

1. The Contractor shall keep fully informed of all existing or future acts of the legislature, and of all municipal ordinances, prohibitions, rules and regulations in any manner affecting the conduct of the work, and of all orders or decrees of any body or tribunal having any jurisdiction or authority over the materials, times, places and actions of those employed in the work embraced in the contract. The Contractor shall at all times observe and comply with all existing and future acts, ordinances, prohibitions, rules, regulations, orders and decrees; and shall protect and indemnify the city and its employees against any and all claims arising from or based on any violation of such acts, ordinances, prohibitions, rules, regulations, orders or decrees, and against all violations of law by the Contractor or his agents or employees.

**END OF SECTION**

**CITY OF NEWTON  
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN  
DECEMBER 1, 1999  
JANUARY 21, 2010 revised**

**STATEMENT OF POLICY:**

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

CITY OF NEWTON  
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN  
JANUARY 21, 2010

**I. DEFINITIONS:**

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

**II. GOALS:**

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

### **III. SOLICITATION ACTIVITIES:**

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

#### **A. Construction Contracts**

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

#### **B. Contracts for Professional Services**

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms. Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

#### **C. Procurement of Supplies**

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

### **IV. CONSTRUCTION ACTIVITIES:**

#### **A. Goals**

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

#### **B. Pre-Bid Conference**

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The *City* will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

**C. Bid Submission**

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

**D. Contract Execution**

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

**E. Monitoring**

Throughout the duration of the contract, the *City* of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

**F. Enforcement**

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

**V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:**

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other *City* departments.

**THE CITY OF NEWTON, MASSACHUSETTS**  
**SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY**  
**ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
- 
1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
  2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.\* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

\* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: *Minority Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**  
The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**  
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,



national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

**XI. Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

**XII. Bidders Certification Requirement**

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

**XIII. Contractor's Certification**

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

**XIV. Subcontractor's Certification**

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

**XV. Compliance - Information, Reports and Sanctions**

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

- (a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
- (b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
- (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance with the terms of the City's affirmative action construction contract requirements; OR,
- (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a
- (e) Period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

.XIV. **Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

# FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

## IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

## RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

## SEXUAL HARASSMENT

**151B:1,18** The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

## COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:  
One Ashburton Place  
Room 601  
Boston, MA 02108  
(617) 727-3990

Springfield office:  
436 Dwight Street  
Suite 315  
Springfield, MA 01103  
(413) 739-2145

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_  
Contractor's Name Certifies that:

1. it tends to use the following listed construction trades in the work under the contract \_\_\_\_\_  
\_\_\_\_\_ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein;  
and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from time to time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

## CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract.

SUBCONTRACTOR'S CERTIFICATION

\_\_\_\_\_, Certifies that:  
Contractor's Name

2. it tends to use the following listed construction trades in the work under the contract \_\_\_\_\_  
\_\_\_\_\_ and
2. will comply with the minority manpower ration and specific affirmative action steps contained herein;  
and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from time to time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

## **CITY OF NEWTON**

### **WAGE RATE REQUIREMENTS**

#### **1. GENERAL**

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

#### **2. WAGE RATES**

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

**END OF SECTION**



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-104

**City/Town:** NEWTON

**Description of Work:** Cold-Planing of Bituminous Concrete at Various Locations

**Job Location:** Various Locations

Classification	Effective Dates and Total Rates									
Construction										
(2 AXLE) DRIVER - EQUIPMENT										
	06/01/2011	\$45.770	08/01/2011	\$46.120	12/01/2011	\$46.780				
	06/01/2012	\$47.080	08/01/2012	\$47.430	12/01/2012	\$48.460				
(3 AXLE) DRIVER - EQUIPMENT	06/01/2011	\$45.840	08/01/2011	\$46.190	12/01/2011	\$46.850				
	06/01/2012	\$47.150	08/01/2012	\$47.500	12/01/2012	\$48.530				
(4 & 5 AXLE) DRIVER - EQUIPMENT	06/01/2011	\$45.960	08/01/2011	\$46.310	12/01/2011	\$46.970				
	06/01/2012	\$47.270	08/01/2012	\$47.620	12/01/2012	\$48.650				
ADS/SUBMERSIBLE PILOT	08/01/2010	\$103.680	08/01/2011	\$107.800						
AIR TRACK OPERATOR	06/01/2011	\$50.850	12/01/2011	\$52.100						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40.250								
ASPHALT RAKER	06/01/2011	\$50.350	12/01/2011	\$51.600						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2010	\$60.980								
BACKHOE/FRONT-END LOADER	12/01/2010	\$60.980								
BARCO-TYPE JUMPING TAMPER	06/01/2011	\$50.350	12/01/2011	\$51.600						
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2011	\$50.850	12/01/2011	\$52.100						
BOILER MAKER	01/01/2010	\$55.850								
APPRENTICE: BOILERMAKER - Local 29										
Ratio	Step	1	2	3	4	5	6	7	8	
1:5	%	65.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00	
Apprentice wages shall be no less than the following:										
Step 1\$42.66/2\$42.66/3\$44.54/4\$46.43/5\$48.31/6\$50.20/7\$52.08/8\$53.97										
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	03/01/2011	\$70.900	08/01/2011	\$73.000	02/01/2012	\$73.990				
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Newton										
Ratio	Step	1	2	3	4	5				
1:5	%	50.00	60.00	70.00	80.00	90.00				
Apprentice wages shall be no less than the following:										
Step 1\$48.30/2\$52.82/3\$57.34/4\$61.86/5\$66.38										
BULLDOZER/GRADER/SCRAPER	12/01/2010	\$60.630								
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2011	\$51.250	12/01/2011	\$52.500						
CAISSON & UNDERPINNING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350						
CAISSON & UNDERPINNING TOP MAN	06/01/2011	\$50.100	12/01/2011	\$51.350						
CARBIDE CORE DRILL OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600						
CARPENTER	03/01/2011	\$56.230	09/01/2011	\$57.360	03/01/2012	\$58.480				
APPRENTICE: CARPENTER - Zone 2 Eastern MA										
Ratio	Step	1	2	3	4	5	6	7	8	
1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1\$26.27/2\$29.47/3\$41.91/4\$43.51/5\$46.68/6\$46.68/7\$51.46/8\$50.87										

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

**Issue Date:** 06/22/2011

**Wage Request Number:** 20110622-008

**Page 1 of 10**





DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-104

**City/Town:** NEWTON

**Description of Work:** Cold-Planing of Bituminous Concrete at Various Locations

**Job Location:** Various Locations

Classification	Effective Dates and Total Rates					
CEMENT MASONRY/PLASTERING	02/01/2011	\$69.150	08/01/2011	\$70.770	02/01/2012	\$71.540
CHAIN SAW OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600		
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2010	\$61.980				
COMPRESSOR OPERATOR	12/01/2010	\$49.690				
DELEADER (BRIDGE)	01/01/2011	\$64.410	07/01/2011	\$65.410	01/01/2012	\$66.410
	07/01/2012	\$67.410	01/01/2013	\$68.410		
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS						
Ratio	Step	1	2	3	4	5
1:1	%	50.00	55.00	60.00	65.00	70.00
						75.00
						80.00
						90.00
Apprentice wages shall be no less than the following:						
Step 1529.31/2534.43/3536.85/4539.27/5549.89/6552.31/7554.73/8559.57						
DEMO: ADZEMAN	06/01/2011	\$50.100	12/01/2011	\$51.350		
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	06/01/2011	\$51.100	12/01/2011	\$52.350		
APPRENTICE: LABORER Demo Backhoe/Loader/Hammer Operator						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1538.28/2541.49/3544.69/4547.90						
DEMO: BURNERS	06/01/2011	\$50.850	12/01/2011	\$52.100		
APPRENTICE: LABORER Demo Burners						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice Wages shall be no less than the following:						
Step 1538.13/2541.31/3544.49/4547.67						
DEMO: CONCRETE CUTTER/SAWYER	06/01/2011	\$51.100	12/01/2011	\$52.350		
DEMO: JACKHAMMER OPERATOR	06/01/2011	\$50.850	12/01/2011	\$52.100		
DEMO: WRECKING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350		
APPRENTICE: LABORER Demo Wrecking Laborer						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1537.68/2540.79/3543.89/4547.00						
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2010	\$60.630				
DIVER	08/01/2010	\$77.520	08/01/2011	\$80.270		
DIVER TENDER	08/01/2010	\$62.570	08/01/2011	\$65.320		
DIVER TENDER (EFFLUENT)	08/01/2010	\$81.250	08/01/2011	\$85.380		
DIVER/SLURRY (EFFLUENT)	08/01/2010	\$103.680	08/01/2011	\$107.800		
ELECTRICIAN	03/01/2011	\$68.290				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/22/2011

Wage Request Number: 20110622-008

Page 2 of 10



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-104

**City/Town:** NEWTON

**Description of Work:** Cold-Planing of Bituminous Concrete at Various Locations

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following Steps:						App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80					
1/\$37.38/2/\$37.38/3/\$44.81/4/\$44.81/5/\$46.95/6/\$49.08/7/\$51.22/8/\$53.35/9/\$55.49/10/\$57.62											
ELEVATOR CONSTRUCTOR						01/01/2011	\$66.690	01/01/2012	\$68.190		
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4											
Ratio	Step	1	2	3	4	5					
1:1	%	50.00	55.00	65.00	70.00	80.00					
Apprentice rates shall be no less than the following:						Steps 1-2 are 6 mos.; Steps 3-5 are 1 year					
Step 1/\$34.26/2/\$43.76/3/\$48.86/4/\$51.41/5/\$56.50											
ELEVATOR CONSTRUCTOR HELPER						01/01/2011	\$52.830	01/01/2012	\$54.330		
FENCE & GUARD RAIL ERECTOR						06/01/2011	\$50.350	12/01/2011	\$51.600		
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)						05/01/2011	\$59.380				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)						05/01/2011	\$42.930				
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)						05/01/2011	\$60.770				
FIRE ALARM INSTALLER						03/01/2011	\$68.290				
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING						03/01/2011	\$56.300				
FIREMAN (ASST. ENGINEER)						12/01/2010	\$54.840				
FLAGGER & SIGNALER						06/01/2011	\$39.550	12/01/2011	\$39.550		
FLOORCOVERER						03/01/2011	\$61.110	09/01/2011	\$62.360	03/01/2012	\$63.610
APPRENTICE: FLOORCOVERER - Local 2168 Zone I											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00		
Apprentice rates shall be no less than the following:						Steps are 750 hrs.					
Step 1/\$28.38/2/\$30.17/3/\$41.41/4/\$43.20/5/\$46.78/6/\$48.57/7/\$52.15/8/\$53.95											
FORK LIFT/CHERRY PICKER						12/01/2010	\$60.980				
GENERATOR/LIGHTING PLANT/HEATERS						12/01/2010	\$49.690				
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)						01/01/2011	\$53.910	07/01/2011	\$54.910	01/01/2012	\$55.910
						07/01/2012	\$56.910	01/01/2013	\$57.910		
APPRENTICE: GLAZIER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1/\$24.06/2/\$28.65/3/\$30.55/4/\$32.44/5/\$42.54/6/\$44.43/7/\$46.33/8/\$50.12											
HOISTING ENGINEER/CRANES/GRADALLS						12/01/2010	\$60.980				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/22/2011

Wage Request Number: 20110622-008

Page 3 of 10



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 11-104

City/Town: NEWTON

Description of Work: Cold-Planing of Bituminous Concrete at Various Locations

Job Location: Various Locations

Classification

Effective Dates and Total Rates

APPRENTICE: HOIST/PORT. ENG. - Local 4									
Ratio	Step	1	2	3	4	5	6	7	8
1:6	%	\$5.00	\$6.00	\$6.50	\$7.00	\$7.50	\$8.00	\$8.50	\$9.00
Apprentice wages shall be no less than the following:									
Step 1 \$31.33/2 \$45.47/3 \$47.41/4 \$49.35/5 \$51.29/6 \$53.22/7 \$55.16/8 \$57.10									
HVAC (DUCTWORK)						02/01/2011	\$65.170	08/01/2011	\$66.420
						08/01/2012	\$68.920	02/01/2013	\$70.170
HVAC (ELECTRICAL CONTROLS)						03/01/2011	\$68.290		
HVAC (TESTING AND BALANCING - AIR)						02/01/2011	\$65.170	08/01/2011	\$66.420
						08/01/2012	\$68.920	02/01/2013	\$70.170
HVAC (TESTING AND BALANCING - WATER)						09/01/2010	\$68.730		
HVAC MECHANIC						09/01/2010	\$68.730		
HYDRAULIC DRILLS						06/01/2011	\$50.850	12/01/2011	\$52.100
INSULATOR (PIPES & TANKS)						09/01/2010	\$61.660		
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston									
Ratio	Step	1	2	3	4				
1:4	%	\$5.00	\$6.00	\$7.00	\$8.00				
Apprentice wages shall be no less than the following:									
Step 1 \$37.34/2 \$42.20/3 \$47.07/4 \$51.93									
IRONWORKER/WELDER						03/16/2010	\$60.940		
APPRENTICE: IRONWORKER - Local 7 Boston									
Ratio	Step	1	2	3	4	5	6		
**	%	\$6.00	\$7.00	\$7.50	\$8.00	\$8.50	\$9.00		
Apprentice wages shall be no less than the following:									
Step 1 \$46.82/2 \$50.35/3 \$52.12/4 \$53.88/5 \$55.65/6 \$57.41									
JACKHAMMER & PAVING BREAKER OPERATOR						06/01/2011	\$50.350	12/01/2011	\$51.600
LABORER						06/01/2011	\$50.100	12/01/2011	\$51.350
APPRENTICE: LABORER - Zone 1									
Ratio	Step	1	2	3	4				
1:5	%	\$6.00	\$7.00	\$8.00	\$9.00				
Apprentice wages shall be no less than the following:									
Step 1 \$37.68/2 \$40.79/3 \$43.89/4 \$47.00									
LABORER: CARPENTER TENDER						06/01/2011	\$50.100	12/01/2011	\$51.350
LABORER: CEMENT FINISHER TENDER						06/01/2011	\$50.100	12/01/2011	\$51.350
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER						06/01/2011	\$50.100	12/01/2011	\$51.350
LABORER: MASON TENDER						06/01/2011	\$50.350	12/01/2011	\$51.600
LABORER: MULTI-TRADE TENDER						06/01/2011	\$50.100	12/01/2011	\$51.350
LABORER: TREE REMOVER						06/01/2011	\$50.100	12/01/2011	\$51.350

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/22/2011

Wage Request Number: 20110622-008

Page 4 of 10



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-104

**City/Town:** NEWTON

**Description of Work:** Cold-Planing of Bituminous Concrete at Various Locations

**Job Location:** Various Locations

Classification	Effective Dates and Total Rates								
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.									
LASER BEAM OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600					
MARBLE & TILE FINISHERS	03/01/2011	\$59.270	08/01/2011	\$60.950	02/01/2012	\$61.740			
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:				Steps are 800 hrs.					
Step 1\$41.98/2\$45.43/3\$48.89/4\$52.35/5\$55.81									
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	03/01/2011	\$70.940	08/01/2011	\$73.040	02/01/2012	\$74.030			
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile									
Ratio	Step	1	2	3	4	5			
1:3	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:									
Step 1\$48.32/2\$52.84/3\$57.37/4\$61.89/5\$66.42									
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2010	\$29.590	07/01/2011	\$30.290					
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2010	\$60.630							
MECHANICS MAINTENANCE	12/01/2010	\$60.630							
MILLWRIGHT (Zone 1)	04/01/2011	\$57.850							
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following:									
Step 1\$37.10/2\$38.77/3\$42.04/4\$43.72/5\$46.19/6\$47.87/7\$50.35/8\$50.02									
MORTAR MIXER	06/01/2011	\$50.350	12/01/2011	\$51.600					
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2010	\$43.170							
OILER (TRUCK CRANES, GRADALLS)	12/01/2010	\$46.330							
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2010	\$60.630							
PAINTER (BRIDGES/TANKS)	01/01/2011	\$64.410	07/01/2011	\$65.410	01/01/2012	\$66.410			
	07/01/2012	\$67.410	01/01/2013	\$68.410					
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS									
Ratio	Step	1	2	3	4	5	6	7	8
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Apprentice wages shall be no less than the following:							Steps are 750 hrs.		
Step 1\$29.31/2\$34.43/3\$36.85/4\$39.27/5\$49.89/6\$52.31/7\$54.73/8\$59.57									
PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2011	\$55.310	07/01/2011	\$56.310	01/01/2012	\$57.310			
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	07/01/2012	\$58.310	01/01/2013	\$59.310					

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/22/2011

Wage Request Number: 20110622-008

Page 5 of 10



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-104

**City/Town:** NEWTON

**Description of Work:** Cold-Planing of Bituminous Concrete at Various Locations

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1524.76/2529.42/3531.39/4533.35/5543.52/6545.48/7547.45/8551.38											
PAINTER (SPRAY OR SANDBLAST, REPAINT)						01/01/2011	\$53.370	07/01/2011	\$54.370	01/01/2012	\$55.370
						07/01/2012	\$56.370	01/01/2013	\$57.370		
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1523.79/2528.35/3530.22/4532.09/5542.16/6544.03/7545.90/8549.63											
PAINTER (TRAFFIC MARKINGS)						06/01/2011	\$50.100	12/01/2011	\$51.350		
PAINTER / TAPER (BRUSH, NEW) *						01/01/2011	\$53.910	07/01/2011	\$54.910	01/01/2012	\$55.910
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.						07/01/2012	\$56.910	01/01/2013	\$57.910		
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Steps are 750 hrs.											
Step 1524.06/2528.65/3530.55/4532.44/5542.54/6544.43/7546.33/8550.12											
PAINTER / TAPER (BRUSH, REPAINT)						01/01/2011	\$51.970	07/01/2011	\$52.970	01/01/2012	\$53.970
						07/01/2012	\$54.970	01/01/2013	\$55.970		
APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:											
Steps are 750 hrs.											
Step 1523.09/2527.58/3529.38/4531.18/5541.18/6542.98/7544.78/8548.37											
PANEL & PICKUP TRUCKS DRIVER						06/01/2011	\$45.600	08/01/2011	\$45.950	12/01/2011	\$46.610
						06/01/2012	\$46.910	08/01/2012	\$47.260	12/01/2012	\$48.290
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2010	\$62.570	08/01/2011	\$65.320		
PILE DRIVER						08/01/2010	\$62.570	08/01/2011	\$65.320		
APPRENTICE: PILE DRIVER - Local 56 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00		
Apprentice wages shall be no less than the following:											
Step 1547.62/2549.49/3551.36/4553.23/5555.10/6556.96/7558.83/8560.70											
PIPEFITTER & STEAMFITTER						09/01/2010	\$68.730				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/22/2011

Wage Request Number: 20110622-008

Page 6 of 10



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-104

**City/Town:** NEWTON

**Description of Work:** Cold-Planing of Bituminous Concrete at Various Locations

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates							
APPRENTICE: PIPEFITTER - Local 537									
Ratio	Step	1	2	3	4	5			
**	%	40.00	45.00	60.00	70.00	80.00			
Apprentice Rates-Step1\$33.44/2\$43.38/3\$50.29/4\$54.90/5\$59.51						** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.			
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)									
PIPELAYER						06/01/2011	\$50.350	12/01/2011	\$51.600
PLUMBERS & GASFITTERS						03/01/2011	\$67.500	09/01/2011	\$68.250
						09/01/2012	\$70.300	03/01/2013	\$71.550
APPRENTICE: PLUMBER - Local 12									
Ratio	Step	1	2	3	4	5			
**	%	35.00	40.00	55.00	65.00	75.00			
Apprentice wages shall be no less than the following:						** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr			
Step 1\$30.01/2\$32.89/3\$41.54/4\$47.31/ 4wlic\$50.20 /5\$53.09/ 5wlic\$55.98									
PNEUMATIC CONTROLS (TEMP.)						09/01/2010	\$68.730		
PNEUMATIC DRILL/TOOL OPERATOR						06/01/2011	\$50.350	12/01/2011	\$51.600
POWDERMAN & BLASTER						06/01/2011	\$51.100	12/01/2011	\$52.350
POWER SHOVEL/DERRICK/TRENCHING MACHINE						12/01/2010	\$60.980		
PUMP OPERATOR (CONCRETE)						12/01/2010	\$60.980		
PUMP OPERATOR (DEWATERING, OTHER)						12/01/2010	\$49.690		
READY-MIX CONCRETE DRIVER						05/01/2011	\$41.690		
RECLAIMERS						12/01/2010	\$60.630		
RESIDENTIAL WOOD FRAME (All Other Work)						04/01/2011	\$48.420		
RESIDENTIAL WOOD FRAME CARPENTER **						04/01/2011	\$36.810		
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.									
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.									
APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	60.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following:									
Step 1\$20.88/2\$27.11/3\$28.33/4\$29.54/5\$30.75/6\$31.96/7\$33.17/8\$34.39									
RIDE-ON MOTORIZED BUGGY OPERATOR						06/01/2011	\$50.350	12/01/2011	\$51.600
ROLLER/SPREADER/MULCHING MACHINE						12/01/2010	\$60.630		
ROOFER (Inc.Roofer Waterproofing & Roofer Damproofg)						02/01/2011	\$54.860	08/01/2011	\$55.860
						08/01/2012	\$57.860	02/01/2013	\$58.860

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/22/2011

Wage Request Number: 20110622-008

Page 7 of 10



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-104

**City/Town:** NEWTON

**Description of Work:** Cold-Planing of Bituminous Concrete at Various Locations

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: ROOFER - Local 33											
Ratio	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1						Step 1 is 2000 hrs; Steps 2-5 are 1000 hrs.					
Apprentice rates no less than: Step 1\$30.41/2\$40.64/3\$42.41/4\$45.97/5\$49.53											
ROOFER SLATE / TILE / PRECAST CONCRETE						02/01/2011	\$55.110	08/01/2011	\$56.110	02/01/2012	\$57.110
						08/01/2012	\$58.110	02/01/2013	\$59.110		
APPRENTICE: ROOFER (Slate/Tile/Precast Concrete) - Local 33											
Ratio	Step	1	2	3	4	5					
**	%	50.00	60.00	65.00	75.00	85.00					
Apprentices wages shall be paid no less than the following:											
Step 1\$30.54/2\$40.79/3\$42.58/4\$46.16/5\$49.74											
SHEETMETAL WORKER						02/01/2011	\$65.170	08/01/2011	\$66.420	02/01/2012	\$67.670
						08/01/2012	\$68.920	02/01/2013	\$70.170		
APPRENTICE: SHEET METAL WORKER - Local 17-A											
Ratio	Step	1	2	3	4	5	6	7			
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
Apprentice wages shall be no less than the following:						Steps 1-3 are 1 year; Steps 4-7 are 6 mos.					
Step 1\$28.86/2\$34.49/3\$37.38/4\$42.38/5\$45.01/6\$50.27/7\$55.03											
SIGN ERECTOR						06/01/2009	\$37.780				
APPRENTICE: SIGN ERECTOR - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 4 mos.					
Step 1\$19.48/2\$23.12/3\$24.36/4\$25.60/5\$30.34/6\$31.58/7\$32.82/8\$34.06/9\$35.30											
SPECIALIZED EARTH MOVING EQUIP < 35 TONS						06/01/2011	\$46.060	08/01/2011	\$46.410	12/01/2011	\$47.070
						06/01/2012	\$47.370	08/01/2012	\$47.720	12/01/2012	\$48.750
SPECIALIZED EARTH MOVING EQUIP > 35 TONS						06/01/2011	\$46.350	08/01/2011	\$46.700	12/01/2011	\$47.360
						06/01/2012	\$47.660	08/01/2012	\$48.010	12/01/2012	\$49.040
SPRINKLER FITTER						01/01/2011	\$70.550	09/01/2011	\$71.350	01/01/2012	\$71.500
						03/01/2012	\$72.250	09/01/2012	\$73.250	01/01/2013	\$73.400
						03/01/2013	\$74.400				
APPRENTICE: SPRINKLER FITTER - Local 550											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following steps:											
1\$36.20/2\$38.75/3\$41.30/4\$43.85/5\$46.40/6\$48.95/7\$51.50/8\$54.05/9\$56.60/10\$59.15											
STEAM BOILER OPERATOR						12/01/2010	\$60.630				
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						12/01/2010	\$60.630				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27  
Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a  
violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the  
Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/22/2011

Wage Request Number: 20110622-008

Page 8 of 10



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-104

**City/Town:** NEWTON

**Description of Work:** Cold-Planing of Bituminous Concrete at Various Locations

**Job Location:** Various Locations

Classification	Effective Dates and Total Rates											
TELECOMMUNICATION TECHNICIAN	03/01/2011					\$56.300						
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103												
Ratio	Step	1	2	3	4	5	6	7	8			
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00			
Apprentice wages shall be no less than the following:												
Step 1537.09/2538.69/3540.30/4541.89/5543.49/6545.10/7548.30/8549.90												
TERRAZZO FINISHERS	03/01/2011					\$69.840		08/01/2011		\$71.940		
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile												
Ratio	Step	1	2	3	4	5						
1:3	%	50.00	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:												
Step 1547.77/2552.18/3556.60/4561.01/5565.43												
Steps are 800 hrs.												
TEST BORING DRILLER	06/01/2011					\$51.500		12/01/2011		\$52.750		
TEST BORING DRILLER HELPER	06/01/2011					\$50.220		12/01/2011		\$51.470		
TEST BORING LABORER	06/01/2011					\$50.100		12/01/2011		\$51.350		
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2010					\$60.630						
TRAILERS FOR EARTH MOVING EQUIPMENT	06/01/2011					\$46.640		08/01/2011		\$46.990		
	06/01/2012					\$47.950		08/01/2012		\$48.300		
	06/01/2011					\$62.930		12/01/2011		\$64.180		
TUNNEL WORK - COMPRESSED AIR	06/01/2011					\$64.930		12/01/2011		\$66.180		
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	06/01/2011					\$55.000		12/01/2011		\$56.250		
TUNNEL WORK - FREE AIR	06/01/2011					\$57.000		12/01/2011		\$58.250		
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/2011					\$46.060		08/01/2011		\$46.410		
VAC-HAUL	06/01/2012					\$47.370		08/01/2012		\$47.720		
	06/01/2011					\$50.350		12/01/2011		\$51.600		
WAGON DRILL OPERATOR	12/01/2010					\$60.980						
WASTE WATER PUMP OPERATOR	03/01/2011					\$67.500		09/01/2011		\$68.250		
WATER METER INSTALLER	09/01/2012					\$70.300		03/01/2013		\$71.550		
								03/01/2012		\$69.050		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 06/22/2011

Wage Request Number: 20110622-008

Page 9 of 10





DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 11-104

**City/Town:** NEWTON

**Description of Work:** Cold-Planing of Bituminous Concrete at Various Locations

**Job Location:** Various Locations

**Classification**

**Effective Dates and Total Rates**

**Additional Apprentice Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:  
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- \*\*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

**Issue Date:** 06/22/2011

**Wage Request Number:** 20110622-008

**Page 10 of 10**

# **The Massachusetts Prevailing Wage Law**

## **M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

## **WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### **STATEMENT OF COMPLIANCE**

\_\_\_\_\_, 2011

I, \_\_\_\_\_,  
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by  
\_\_\_\_\_ on the \_\_\_\_\_

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

## Print Name &amp; Title:

[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

## CITY OF NEWTON

### SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT FOR PUBLIC WORKS CONSTRUCTION

#### A. SUMMARY OF WORK

1.

The work under this contract is for the removal and immediate off-site disposal of 1-1/2" to 2" of bituminous concrete by cold-planing methods. This work shall be conducted at multiple municipal roadway locations situated throughout the City of Newton having a collective total surface area of approximately twenty thousand five hundred ( 20,500 ) square yards .

**Notice:** The work under this contract is to be performed in conjunction with a separately issued paving contract, therefore the scheduling of this work shall be at the discretion of the Engineer. The intent is to ensure that the work under this contract is performed immediately before the aforementioned paving process. Therefore, the successful bidder must be ready, willing and able to accommodate the City of Newton in the scheduling of this work.

2. All other work described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

#### B. In addition the work under the contract includes:

1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

#### II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.

B. The time for substantial completion pursuant to Article 2 of the Contract shall:

## **NOTICE: \* TIME IS OF THE ESSENCE \***

**Within five (5) business days of the Notice Of Award the Contractor shall submit to the Purchasing Department:**

- **A signed contract.**
- **A Certificate of Insurance (naming the City as an additional insured)**
- **A Labor and Materials Payment Bond and a Performance bond each in the amount of 50% of the contract total.**

**Anticipated start date is August 15, 2011. Time for completion is thirty (30) calendar days from the Notice To Proceed.**

- **This work is to be performed in conjunction with a separately issued paving contract. Therefore, the successful bidder must be ready, willing and able to accommodate the City of Newton in the scheduling of this work.**

Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted, the Contractor shall pay to the City as liquidated damages, the applicable amount specified in **Article 7** of the **General Conditions** for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

### **III. INSURANCE REQUIREMENTS**

- A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.
- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
  - 1. Workmen's Compensation Insurance as required by Massachusetts General Law.
  - 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.
  - 3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
  - 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.

5. General Liability Insurance shall include Contractual Liability Insurance.

- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**END OF SECTION**

**STREETS SCHEDULED TO BE DONE UNDER THIS COLD-PLANING PROGRAM:**

- The scheduling of this work shall be solely at the discretion of the Engineer.
- The scope of work to be done is subject to modification as the work progresses. In addition, the day-to-day operational aspects may also be subject to modification as the Engineer shall so direct (i.e. final depth, dates & scheduled periods, length of lanes, lengths & breadth of cold-planing areas).
- The Engineer reserves the right to designate any of these streets and/or roadways as arterial corridors as the field conditions may warrant at the time the cold-planing operation is performed.
- Scheduled streets shall typically include the portions of the intersecting roadways up to the PC or as otherwise directed.

## COLD PLANING

STREET	ARTERIAL	LIMITS	ESTIMATED SQUARE YARDS
California Street	A	Crafts St. to Bridge St.	8,300
Centre Street	A	Willow St. to Lyman St	1,300
Cherry Street		Derby St. to the Waltham Line	6,100
Walnut St.	A	Boylston St. to Dedham St.	4,800



The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions, scheduling, monetary constraints (due to cost adjustments) and/or final funding amounts necessitate.

**NOTICE:** In accordance with MGL Chapter 303 of the Acts of 2008 this bid contains price adjustments for Fuel (combination of Gasoline & Diesel). It is the bidder's responsibility to familiarize themselves with this price adjustment program prior to entering a bid.

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<p>ITEM: 0.303FC - FUEL COSTS*</p> <ul style="list-style-type: none"> <li>* Bidder's may elect <b>NOT</b> to bid the cost of fuel(s) separately by inserting the term <b>N/A</b> (<i>i.e. Not Applicable</i>) in all (4) <u>entry lines</u> of this Item .303FC. This is a <b>mandatory requirement</b> to verify the Contractor has waived their option to bid the cost of fuel(s) separately and has instead elected to factor their <u>cold-planing &amp; disposal fuel costs</u> into the separate bid price of <b>Item 1</b>.</li> <li>Contractor's choosing to bid this line item must <b>NOT</b> include the cost of fuel in Line Item 1.</li> <li>The City of Newton reserves the right to validate the Contractor's fuel consumption information before and after awarding the bid.</li> </ul> <p>-----</p> <p><b>0.303FC</b> = total combined number of gallons of Fuel (Diesel &amp; Gasoline) to cold-plane &amp; dispose of <u>One Square Yard</u> of 1 ½"-2" Bituminous Concrete:</p> <p>(IN WORDS) _____ Gallons Per Square Yard</p> <p>(IN FIGURES) _____ Gallons Per Square Yard</p> <p>( _____ Gallons per S.Y) x ( \$ <u>3.5065</u> /Gallon ) x</p> <p style="text-align: center;">^ Base Price ^ of diesel and gasoline = BPF Per Mass Highway</p>	20,500	S.Y.	<p>Note: This factored value is for the <b>Comparison of</b> <b>Bids Only.</b> (See Spec. Prov.)</p> <p style="text-align: center;">\$ _____</p>

(Items continued on next page)

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<b>ITEM: 1 - COLD-PLANING OF BITUMINOUS CONCRETE ROADWAYS WITH THE IMMEDIATE DISPOSAL OF MATERIAL</b>  <div style="border: 1px solid black; padding: 2px; margin: 5px 0;">DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item 0.303FC) *</div> THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER <b>SQUARE YARD</b>	<b>20,500</b>	<b>S.Y.</b>	\$ _____
<b>ITEM: 2 - RETRIEVE &amp; DEPLOY (CITY OWNED) MANHOLE PROTECTOR RINGS</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER <b>RING</b>	<b>50</b>	<b>RING</b>	\$ _____
<b>ITEM: 3 – ALLOWANCE FOR PAYMENT OF POLICE OFFICERS</b>  THE SUM OF: _____ DOLLARS <b>TEN THOUSAND</b> AND _____ CENTS <b>NO</b> (\$ <b>10,000.00</b> ) PER <b>ALLOWANCE</b>	<b>1</b>	<b>ALL.</b>	<b>\$10,000</b>
<b>ITEM: 4 - MISCELLANEOUS WORK ALLOWANCE (ENGINEER'S DISCRETIONARY FUND)</b>  THE SUM OF: _____ DOLLARS <b>TWO THOUSAND</b> AND _____ CENTS <b>NO</b> (\$ <b>2,000.00</b> ) PER <b>ALLOWANCE</b>	<b>1</b>	<b>ALL.</b>	<b>\$2,000</b>

**TOTAL BID PRICE :** \$

*(Total Bid Price must be entered in "PARAGRAPH C" of the BID FORM).*

**END OF SECTION**

**SECTION 0. 303****ITEM: 0.303FC - FUEL COSTS\***Description

**\* The Contractor may elect NOT to bid the cost of fuels separately by inserting the term N/A (i.e. *Not Applicable*) in all (4) entry lines of Item 0.303FC on Item Sheet 2. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor the cold-planing & the disposal of materials fuel costs into the separate bid price of Item 1.**

(a) Under this item the Contractor shall be paid for all the fuel(s) consumed in the performance of this contract.

(b) The intent of this program is to maintain a reasonable and continuous parity with the regional fluctuations that may occur in the cost of petroleum based fuel products. It is important to note that due to the numerous types of; fuel, equipment, vehicles, programs, and efficiency factors related to each of these operational elements and therefore unique to the Contractor's own enterprises, that any fuel adjustments made under this item are intended only to defray and offset extraordinary market trends in petroleum based fuel products.

**(c) IMPORTANT NOTE: An adjustment to the cost of fuels may result in an increase of payment if the fuel market has trended upward, or it may otherwise result in a decrease of payment if the fuel market has trended downward.**

(d) The City of Newton reserves the right, before awarding the Contract, to request from the Contractor a tabulated accounting of the means and methods upon which the number of gallons bid by the Contractor was derived. The intent of this evaluation is to preserve the fairness of this program by preventing bidders from placing an imbalanced bid that may ultimately cause excessive financial impact to either party. These tabulations will include, but shall not be limited to, an accounting of all **transport and cold-planing** related equipment and their associated manufacturers fuel consumption rates which the Contractor/supplier intends to use to complete the work under this contract. In the event the City of Newton, subsequent to performing an analysis, determines that the Contractor's bid, with regard to the consumption of fuel for **the cold-planing & disposal of the bituminous concrete, is excessive for the type of cold-planing and transport equipment** and traditionally deployed for this type of work then the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the public interest to do so.

(e) The Contractor shall also incorporate into their bid the amounts of fuel required for any work performed by their subcontractors or by their vendors.

Method of Administration

(f) In accordance with Chapter 303 Acts of 2008, the City of Newton shall use the most current 'new' pricing of Diesel and Gasoline fuel as they are indicated on the Mass Highway web site at the time of advertisement.

<http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about#para24>

The **average** of these two values (Diesel & Gasoline) shall serve as the value basis for determining the **Base Price** of Fuel (BPF) at the time of the advertisement. Subsequently, during the course of the contract, the **Period Price** of Fuel (PPF) shall be determined in the same manner, but at the end of each calendar month, and if the **averaged** Period Price (PPF) has either increased or decreased by more than five percentage points (5%) relative to the **averaged** Base Price of Fuel (BPF), then the cost of fuel(s) for the applicable calendar month shall be paid for at the adjusted rate, otherwise the cost of fuel(s) for the applicable calendar month shall be paid for at the initial Base Price of Fuels.

**The Contractor is advised to verify these value standards and citations prior to placing their bid.**

Method of Administration

- (g) When a cost adjustment is applied it shall be inclusive of the five (5%) variation.
- (h) Payments for fuel shall be calculated at the end of **each calendar month** and they shall be based upon the acceptable number of **square yards of bituminous concrete cold-planed and disposed of** within that particular (applicable) calendar month in which the work was performed. **(Program Note: In the event a continuous cold-planing operation spans several days but the cold-planing & disposal activities is performed in two separate months, then two separate fuel payments shall be made).**
- (i) At the end of each calendar month the Contractor shall furnish the Engineer with an accurate measured and tabular accounting which clearly shows the **collective amount of square yards cold-planed & disposed of during that particular (applicable) calendar month**. The invoiced accounting shall bear the name of the Contractor and Vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the termination of operations at the end of each calendar month**. The City will have no obligation to pay at a higher rate of fuel for any unreported work performed in any calendar month but which is subsequently forwarded after the operations for the month have ceased.
- (j) **No upward fuel adjustment will be made for any cold-planing or related activity which takes place beyond the completion date of the contract** unless the Contractor's work has been delayed due to no fault of their own (i.e. Preparation work that must be performed by others before the Contractor can complete their own tasks in the contractually allotted time.) Any such delay must be brought to the attention of the DPW Agent-In-Charge in a timely manner at which time the Agent shall investigate, verify, and document the extenuating circumstances and inform the Contractor of their decision.

Method of Payment

- (k) Payment formula:

**BPF** = The Base Price of Fuel on the bid release date (Averaged cost of Diesel & Gasoline in \$/Gallon)

**PPF** = The Period Price of Fuel for the applicable calendar month (Averaged cost of Diesel & Gasoline in \$/Gallon)

**G** = Gallons of fuel bid by the Contractor to Cold-Plane & Dispose of **(1) Square Yard of Bit. Conc.**  
(Gallons bid per S.Y. for all cold-planing & disposal services)

**SY** = The total number of Square Yards of Bit. Conc. Cold-planed & disposed of in the applicable calendar month

**If the (PPF) does not exceed +/- 5% relative to the (BPF) then: (BPF) x G x SY = Fuel Payment (\$)**

**If the (PPF) does exceed +/- 5% relative to the (BPF) then: (PPF) x G x SY = Fuel Payment (\$)**

Basis of Payment

**\* The Contractor may elect NOT to bid the cost of fuels separately by inserting the term N/A (i.e. Not Applicable) in all (4) entry lines of Item 0.303FC on Item Sheet 2. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor the cold-planing & the disposal of materials fuel costs into the separate bid price of Item 1.**

Basis of Payment (Continued)

(l) The cost of fuel(s) consumed for the **cold-planing and disposal of one (1) square yard of 1 ½"-2" of bituminous concrete** shall be paid for under **Item 0.303FC**. The cost of fuel used to complete the work under this contract shall be made in accordance with the applicable Period Price for Diesel & Gasoline fuels as posted for each calendar month in which the work was performed and as specified herein.

(m) The Contractor shall be responsible for disbursing fuel cost payments to their subcontractors and/or to their vendors.

(n) No payment shall be made for any fuel(s) consumed to remedy any deficient and/or insufficient work performed by the Contractor, subcontractors and/or their vendors.

**SECTION 1****ITEM: 1 – - COLD-PLANING OF BITUMINOUS CONCRETE ROADWAYS WITH  
THE IMMEDIATE DISPOSAL OF MATERIAL****Description**

**\* The Contractor may elect NOT to bid the cost of fuels separately by inserting the term N/A (i.e. Not Applicable) in all (4) item sheet entry lines of Item 0. 303FC. This is a mandatory requirement to verify that the Contractor has formally waived his option to bid the cost of fuel(s) separately and has instead elected to factor his cold-planing & disposal fuel costs into the separate bid price of this item: Item 1.**

(a) The work to be done under **Item 1** consists of removing bituminous concrete along designated roadways, from within adjacent intersections, from around various roadway structures, and/or along shoulder areas by self-propelled cold-planers and/or by supplemental cold-planing methods. Where ‘tables’ are created in preparation for the eventual installation of monolithic berm the Contractor shall be further required to perform handwork behind catchbasins, around utility poles and/or any other object, which encroaches within the ‘table’ range. The supplemental handwork shall be performed for the purpose of clearing all areas of existing berm/border material which is inaccessible to the cold-planer machinery in order to complete the plane of the proposed ‘table’.

(b) Under **Item 1** the work requires cold-planing to **a minimum depth of one and one-half (1 1/2) inches up to a maximum depth of two (2) inches across the entire existing bituminous roadway surface**, inclusive of the area(s) immediately around and about all existing castings, in addition to adjacent roadway intersection areas as designated and/or as otherwise **pre-approved by the Engineer**. Further, the cold-planing operation shall also be used, from time to time as the Engineer may direct, to re-profile the cross-section of the existing roadway in order to alleviate drainage problems, to transition the pavement surfaces, and/or to eradicate other roadway imperfections.

(c) **All excavated/milled material shall become the property of the Contractor. The Contractor shall be responsible for the immediate removal and subsequent legal disposal of the material. In addition, any such work shall be done in an environmentally proper manner, inclusive of controlling both dust and debris. The Contractor is further advised that no City of Newton sites will be available for either the stockpiling, or for the disposal of any cold planing, or for any other residual roadway material(s).**

(d) **Under this item the Contractor is to work closely with the Engineer to layout, coordinate and schedule the cold-planing operation which shall be determined on a week to week basis in order to best meet the needs of the paving program which shall be done under a separate contract.**

(dd) Under this Section the Contractor is to create and deliver a written notice(s) to each address located along the roadway corridor which he intends to occupy and cold-plane in order to inform all concerned parties that the normal traffic pattern, unique to each area, will be disrupted during the course of his operations. The notices are to be delivered **by the Contractor’s Personnel at least twenty-four (24) hours in advance of each separate site occupation and/or disruption** of the respective traffic patterns in and about the area(s), or as otherwise directed by the Engineer. The notice is to be on a format acceptable to the Engineer and shall contain the time, date and duration of the expected disruption. **However in no case shall any operation be posted to occur before the lawful 7:00 A.M., and notwithstanding emergency conditions, shall any cold-planing related operation extend beyond 4:30 P.M of the same day.** In addition, the notice is to be placed in a conspicuous location and as near to the regular mail delivery as possible such that the notice will be gathered up with that days regular mail. The distribution of notices is to further comply with the directives shown on the plans. In addition the Contractor shall also notify the Engineer, City of Newton Customer Service Division and the City of Newton Fire Department Headquarters at least twenty four (24)

**Description (Continued)**

hours in advance of a planned event, with a copy of such notice being made to the Engineer. The Engineer shall have the right to request that such advance notifications be made either in writing or by verbal communiqué. Subsequently, upon the restoration of normal traffic patterns the Contractor shall notify the Engineer, City of Newton Customer Service Division and the City of Newton Fire Department Headquarters within twenty-four (24) hours after completing the cold-planing operation(s), in order to keep all interested parties apprised of the current conditions.

**Equipment**

(e) **No cold-planing shall be performed on arterial roadways before 8:30 A.M. nor after 4:00 P.M..** Arterial roadways shall be designated by the Engineer. The Contractor is further advised that the hours of operations are set by law. No machines or equipment are to be activated before **7:00 A.M. & no work is to extend beyond 4:30 P.M..** In addition no weekend or holiday work will be allowed unless special permission is granted.

(f) The cold-planer, and any other motorized vehicular equipment, shall be equipped with taillights, headlights, and necessary reflectors so that they can be operated in traffic with complete safety.

(g) The cold-planing machine shall be designed and built for planing flexible pavement and possess the added ability to plane cement concrete patches when encountered in bituminous pavement. It shall be self-propelled and have the means for planing, without tearing or gouging, the underlying surface, and the cold planing machine shall also have the inherent ability to directly convey the cold planed material into trucks as the operation commences. Variable lacing patterns shall be provided to permit a rough grooved surface, or smooth surface as directed by the Engineer. The machine shall be capable of being operated at speeds from 10 to 40 feet per minute, and designed so that the operator can at all times observe the planing operation without leaving his control area.

(h) The cold-planing machine shall be adjustable as to crown and depth. The equipment shall be demonstrated to have been operated successfully on similar work completed prior to the award of this contract.

(i) The equipment furnished by the Contractor shall be in good repair and shall be maintained so as to produce a clean cut into the pavement at all times.

(j) (j) The cold-planer must be equipped with an elevating device capable of loading planed material directly into dump trucks while operative and with all necessary safety devices such as flashing lights and back-up signals so as to operate in traffic with complete safety.

(k) Supplemental equipment of a smaller scale, capable of performing cold-planing functions around and about roadway structures, and/or other similar areas which are not commonly accessible to the primary cold-planing machinery, shall be utilized by the Contractor to 'detail' the work zone and to ultimately complete the cold-planing operation.

(l) **Cold-planers mounted on pneumatic tires will not be employed except for trimming and clean-up operations.**

(m) Dust control equipment on the cold-planer must comply with EPA air quality standards. The equipment shall meet the standards set by the Air Quality Act for noise and pollution.

(mm) The Contractor shall comply with the directives of **Paragraph (dd)** pertaining to the distribution of notices.

(n) The Contractor shall demonstrate to the satisfaction of the Engineer that the equipment, crew and construction methods he intends to use are capable of completing the work in accordance with these specifications and within the time allotted.



Method of Construction

(o) **The Contractor is advised that under certain conditions ( i.e bus traffic, emergency vehicle access, arterial roadways, etc.) vehicular traffic flow must be maintained,** therefore the Contractor must be prepared to accommodate vehicular travel throughout the project zone for the entire duration of the project while these process' are underway as it shall not be impaired.

(p) No roadway cold-planing is to be undertaken until **the City of Newton has established construction signs and/or safety devices around and about the project zone periphery.** To that end the Contractor shall not commence operations until he has verified that semi-permanent signs (i.e. 'Road Under Construction') and/or daily signing (i.e. 'Detour') has been appropriately established. **However, the Contractor shall be responsible for establishing supplemental signage, and/or safety devices, as he deems necessary in order to further provide for the safety of the pedestrian and the motoring public,** as well as for affording him the opportunity of moving his cold-planing process forward without interruption. Under this clause the Contractor shall work closely with the City of Newton Agent in order to coordinate the signing activities in a timely and reasonable manner. Further, due to the nature of this work, the Contractor shall be required, from time to time, to erect, move, relocate, repair, and/or to remove at days end, any site sign in order to either expedite his work or to otherwise accommodate the safety and/or delineate the project zone and/or its active or inactive detour status and route line, and this work shall be done either at his discretion and/or at the request of a City of Newton Agent(s) or Officer. Non-compliance with any such request, as herein described, shall be grounds for the City to halt work until such remedial measures have been taken, and any such loss of time by the Contractor shall be at his own expense.

(q) **Prior to the cold-planing process, the Contractor is to install an approved geotextile fabric under all catchbasin grates, and is to supplementary cover all existing catchbasin grates with approved steel plates,** so that no soil and/or milled material enters into the structure, however at no time are the catchbasins to be placed fully out of service. In the event milled material does enter into the structure then the Contractor shall immediately clean the unit to the satisfaction of the Engineer. Once the milling has been completed, and the roadway leveled, then the Contractor is to remove the plates from the catchbasin structures.

(r ) Once the cold-planing process has begun the Contractor is obliged to carry this effort forward without interruption, yet in accordance with all work hour restrictions unless otherwise directed by the Engineer

(s) **Paragraph (e) shall apply @ No cold-planing shall be performed on arterial roadways before 8:30 A.M. nor after 4:00 P.M.. Arterial roadways shall be designated by the Engineer.** The Contractor is further advised that the hours of operations are set by law. No machines or equipment are to be activated before **7:00 A.M. & no work is to extend beyond 4:30 P.M..** In addition no weekend or holiday work will be allowed unless special permission is granted.

(t) **Under this item the Contractor will be responsible for working closely and cooperatively with the City of Newton officials and it's agents as certain elements of these operations shall require a coordinated effort both in scheduling the work and carrying it forward to completion.**

(u) The two (2) inch cut to a pre-determined grade and/or profile, or any other specified lesser depth, shall be made in one pass. To that end the cold-planing machine shall be adjustable with regard to both crown and depth. The equipment shall be demonstrated to have been operated successfully on similar work completed prior to the award of this contract.

(v) Cold-planing operations shall not be limited to just the primary roadway surface, but shall also extend into the adjacent intersections as well. The limit of this work shall be determined 'in the field' by the Engineer so as to best meet the existing conditions and to further provide for a smooth pavement transitioning.



Method of Construction (Continued)

(w) The milled or planed surface shall conform generally to the grade and cross slope required to best meet the prevailing roadway grade conditions and such milled work shall be free from tears, gouges, breaks, or excessive grooves. The surface shall be free of imperfections that will prevent the milled or planed surface from being resurfaced with new pavement subsequent to this operation. Surface texture shall be as specified by the Engineer and shall provide acceptable rideability for traffic in the event that resurfacing is delayed.

(x) **The minimum width of pavement planed in each pass shall be approximately seventy-two (72) inches** except in areas to be trimmed and edged, inclusive of shoulder areas.

(y) The Contractor shall exercise caution while cold-planing in the vicinity of roadway structures and therefore shall not damage any roadway structure and/or casting during the course of these cold-planing operations. Any damage shall be repaired at the Contractors expense and to the satisfaction of the Engineer.

(z) **The milled material (including material removed by other means) shall be immediately removed from the site by means of discharging the milled material directly into trucks.** All residual milled material is to be initially power-broomed from the roadway, followed by a hand-brooming, so that no residual material remains on the roadway surface upon completion of the milling process. When working adjacent to traffic, the Contractor shall immediately remove material that is spilled on the traveled way. The contractor shall be responsible for all clean-up work along gutters, around castings and along the entire roadway.

(aa) Where proposed paving is to be started or ended at the project limits, a cut shall be made to a depth of one and one-half (1 1/2) inches. The end station cut shall be dressed to a clean vertical edge. All loosened material shall be promptly removed prior to returning traffic to the cold-planed surface.

(ab) **Immediately upon completion of the cold planing (i.e. 'detailing') operation performed around and about manholes, catchbasins and exposed roadway structures the Contractor shall apply a bright ribbon of orange fluorescent paint on the projecting face of the manhole casting, such that oncoming traffic is made aware of the castings presence. In the event the cold-planing operation has caused any casting to project more than one and a half (1 1/2) inches above the milled surface of the roadway then the Contractor shall also minimally provide either a stabilized three foot (3) high traffic cone on the casting, in addition to the paint, until such time as other remedial measures can be taken, or a Manhole Protector Ring is retrieved, deployed and installed under Item 2.**

(abb) Where 'tables' are created in preparation for the eventual installation of monolithic berm the Contractor shall perform handwork behind catchbasins, around utility poles and/or around and about any other object, which encroaches within the 'table' range. This supplemental handwork shall be performed for the purpose of clearing all areas of existing berm/border material which is deemed to be inaccessible to the cold-planer machinery and is performed in order to complete the plane of the proposed 'table'. All residual material generated by this operation shall be disposed of by the Contractor at no additional cost to the City.

Method of Measurement

(ac) Under **Item 1** measurement shall be by the **square yard** of roadway and shoulder\* surface area actually cold-planed with **no deduction being made for roadway castings.** (\*Note: Shoulder areas shall be measured when the cold-planing performed within these extended areas has been performed only upon the direction of the Engineer.)

Basis of Payment

**\* The Contractor may elect NOT to bid the cost of fuels separately by inserting the term N/A (i.e. *Not Applicable*) in all (4) item sheet entry lines of Item 0. 303FC. This is a mandatory requirement to verify that the Contractor has formally waived his option to bid the cost of fuel(s) separately and has instead elected to factor his cold-planing & disposal fuel costs into the separate bid price of this Item; Item 1.**

(ad) Under **Item 1** the Contractor will be paid the contract unit price per **square yard** for cold-planing the bituminous concrete pavement and shoulder areas, and for immediately loading the milled and/or hand cleared material onto trucks and disposing of the material(s) at an off-site location, for ‘detailing’ the project zone around and about manholes, curbs etc., and for cleaning the roadway, which unit price shall include full compensation for all labor materials, tools and equipment, and all incidentals necessary to complete the work under this Item, as directed by the Engineer, and as specified herein.

(ae) **The fuel costs associated with the cold-planing of roadways under Item 1 shall NOT include the cost of fuel, which is to be paid separately under Item 0. 303FC, UNLESS the Contractor has formally waived this option, and in doing so opts to include all fuel costs in the bid price of this Item: Item 1, and has verified this choice by inserting the term N/A (i.e. *Not Applicable*) in all (4) item sheet entry lines for Item 0.303FC (This is a mandatory requirement)**

**SECTION 2****ITEM 2 – RETRIEVE & DEPLOY (CITY OWNED) MANHOLE PROTECTOR RINGS****Description**

(a) Under **Item 2** the Contractor shall retrieve and deploy City of Newton owned manhole protector rings. These transition rings shall only be deployed at those locations, and only in such quantities, as the Engineer directs, and such work shall be undertaken by the Contractor immediately upon direction of the Engineer to do so. The primary purpose of these rings is to prevent tire damage and/or vehicular ‘slaloming’ by providing a ramping means for the purpose of transitioning vehicles over the manholes and water gate boxes which are primarily located in the wheel-path and/or at manhole concentration points such as intersections.

**Materials**

(b) **The Contractor shall work closely with the Engineer to determine which size protector ring, as well as the number of rings, that will best meet the needs of the project site(s) before the balance of the order is filled.**

(c) The Contractor is advised that each Manhole Protector Ring (a.k.a manhole safety ramps) typically weigh thirty (30) pounds each and are heavy-duty units that are equal to Part No. MSR10, MSR26 or MSR31, whichever is applicable, as supplied by American Highway Products Ltd., (<http://www.ahp1.com/safetyramp1.php>)

**Method of Administration**

(d) The Contractor shall work closely with the Engineer to develop a mutually acceptable plan whereby the number of rings that are retrieved and deployed by the Contractor are most easily and most conveniently documented. However, the Engineer's decision as to the final means and methods concerning the manner in which this program is administered shall take precedence.

(e) When requested by the Engineer to do so the Contractor shall retrieve the designated number of manhole rings from the centralized storage area located at the Elliot St. DPW Yard. **Any rings not pre-approved by the Engineer to be retrieved and deployed shall not be paid under this program but shall be returned to the centralized storage area at no expense to the City.**

(f) At no time shall the Contractor's vehicle(s), used in these activities, leave the City of Newton while carrying the City owned manhole rings. **Any rings which are lost, due to the negligence of the Contractor to abide by this mandate, shall be replaced by the Contractor at no additional expense to the City.**

(g) The Contractor shall be responsible for loading and unloading the rings onto and off-of his service vehicle at the time of retrieval, and at the time of the field deployment where the rings are to be placed directly upon the manhole castings that lie within the designated project zone. However, any rings which have been deployed, but which are subsequently deemed to not best meet the needs and/or the intent of the field operations, shall be removed from the casting and reset somewhere else at no additional expense to the City.

**Method of Measurement**

(h) The Contractor shall be paid for **each** manhole protector ring retrieved and deployed. Only those protector rings pre-approved by the Engineer to be retrieved and subsequently deployed in the course of performing these activities, shall be paid for under this **Item 2**.

**Basis of Payment**

(i) Under **Item 2** the Contractor will be paid the contract unit price for **each** manhole protector ring retrieved and deployed, and which has been pre-approved, authorized and ultimately verified by the Engineer. This unit price shall include full compensation for all labor materials, tools and equipment, and all incidentals necessary to complete the work under this Item, as directed by the Engineer, and as specified herein.

**SECTION 3****ITEM 3 – ALLOWANCE FOR PAYMENT OF POLICE OFFICERS****Description**

- (a) The Contractor shall include in his bid an allowance of **ten thousand dollars (\$10,000.00)** for payment of Police traffic officers. This allowance will be used as a basis for comparison of bids only.
- (b) The City will reimburse the Contractor for the full amount of charges for Police services.
- (c) Article 1 of the Special Conditions of the Contract shall apply.
- (d) Under this item the Contractor shall be responsible for ordering, scheduling, and/or for canceling details on a day to day basis. **In the event the Contractor has ordered police details, and does not give the police department ample advance notice that work has been cancelled for that day due to inclement weather or for any other reason, then the Contractor shall bear the expense of that billed detail.**
- (e) The Contractor shall completely familiarize himself with the current policies regarding and/or regulating police details. In the event police detail requests cannot be completely filled to cover the Contractor's scheduled work for any particular day then the Contractor shall adjust his work schedule accordingly and shall **not hold the City responsible for any loss of time**, or for any other financial loss. The City of Newton will however grant an extension of time to the original contract term for each day lost due to insufficient police staffing.

**Basis of Payment**

- (f) Under **Item 3** the Contractor shall submit paid invoices to the Engineer. The Contractor shall then be reimbursed the full invoice amount for City of Newton Police Department charges and/or, when applicable, for Massachusetts State Police charges, as full reimbursement under the allowance for payment of Police officers.
- (g) The original invoice issued by the billing authority must be submitted to the Engineer for payment under this item.

**SECTION 4****ITEM 4 – MISCELLANEOUS WORK ALLOWANCE  
(ENGINEERS DISCRETIONARY FUND)**Description

The intent of this section is not for work or materials typically incidental to other work items performed and/or rendered under this contract, or is for work and/or materials which are otherwise called for under these specifications, and/or for work which is indicated on the plans, but for work and materials which are unique in nature and rendered as a direct request of the Engineer. These items of work shall be completed only when and as directed by the Engineer. The Contractor may not proceed with any work under this section without the written notice of the Engineer to complete the work under the “Miscellaneous Work Allowance”.

The sum to be allowed for the work of this **Item 4 shall be two thousand dollars (\$2,000.00)**.

All work under this item shall be paid for by one or more or a combination of the following methods at the City’s discretion:

- a. Unit prices previously bid
- b. An agreed lump sum
- c. The actual cost of:
  1. labor, including foreman;
  2. materials entering permanently into the work;
  3. the ownership or rental cost of construction plant & equipment during the time of use on the extra work;
  4. power and consumable supplies for the operation of power equipment;
  5. insurance;
  6. social security and old age, and unemployment benefits.

To the cost under c. there shall be added a fixed fee to be agreed upon, but **not to exceed fifteen per cent (15%) of the actual cost of the work**. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense.

The City shall retain a cash credit in full or in part, in the event that the final cost of materials and/or equipment is lower than the original cash allowance provided.

To the estimated cost or actual cost under (c) for work performed by subcontractors, there shall be added a fixed fee of ten per cent (10%) as compensation to cover the subcontractor’s cost of supervision, overhead, profit and any other subcontract general expense, plus ten per cent (10%) as compensation to cover the General Contractor’s cost of supervision, overhead, profit, bond, and any other general expenses.

Basis of Payment

Payment for work completed under **Item 4** shall be as specified above, in full or in part, as pre-approved by the Engineer.

**END OF SECTION**